

EXHIBIT "A"

SECTION I. NOTICE INVITING PROPOSALS

This is an invitation to provide temporary personnel placement services for the City of Sunnyvale for a period of three years, effective May 1, 2002, through April 30, 2005. The contract may be extended for two additional two-year periods at the option of the City. The City anticipates the selection of a primary and a backup agency. Total expenditures under the primary and backup contracts are estimated to be between \$2 million and \$2.5 million per year.

SECTION II. INSTRUCTIONS TO PROPOSERS

- A. Preparation of Proposal** - Proposal shall be using the Proposer Response Pages included in this Request for Proposals (RFP). Proposer shall enter all requested information in the appropriate spaces on the Proposal Form and shall attach all requested information. No oral, telegraph, telephone, facsimile or electronic proposals will be accepted. All costs of proposal preparation shall be borne by the proposer.
- B. Examination of Proposal Solicitation Documents** - The proposal solicitation documents consist of this Request for Proposals, each and every document listed in the Table of Contents of the RFP, and any addenda which may have been issued. Proposer shall thoroughly examine and be familiar with all proposal solicitation documents. Submission of a proposal shall constitute proposer's acknowledgment upon which the City may rely that proposer has thoroughly examined and is familiar with the proposal solicitation documents. Failure or neglect of proposer to receive or examine all or part of the proposal solicitation documents shall in no way relieve the proposer from any obligations with respect to this RFP or any resultant Service Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the proposal solicitation documents.
- C. Conformance to RFP Requirements** - Proposal shall conform to the requirements of this Request for Proposals. All requested attachments shall be submitted with the completed Proposer Response Pages and in the designated format. Failure to comply with all requirements may result in proposal rejection.
- D. Interpretation of Proposal Solicitation Documents and Addenda** - Should a proposer discover conflicts or ambiguity in the proposal solicitation documents that require a decision or explanation, proposer may request an interpretation. Such a request shall be made in writing and delivered to the person identified on the cover page of this RFP no later than ten (10) calendar days before the deadline for receipt of proposals. Every interpretation made to proposers will be in the form of an Addendum issued by the City. Addenda, if issued, will be sent as promptly as possible to all parties that have been issued proposal solicitation documents. Only properly issued Addenda shall be binding upon City; any oral and/or other form of interpretation or clarification will have no legal or contractual effect. Proposers shall acknowledge the receipt of Addenda on the Proposer Response Pages.
- E. Submission of Proposal** - Proposer shall submit an original (clearly marked 'Original') and five (5) copies (clearly marked 'Copy') of the completed Proposer Response Pages, together with any required attachments or explanatory materials, prior to the time and date set for receiving proposals as stated on the cover page of this RFP or any modifying Addenda. Proposal shall be delivered in a sealed envelope **clearly marked with the applicable RFP number** addressed to:
- City of Sunnyvale
Purchasing Division
City Hall Annex
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707
- F. Modification or Withdrawal of Proposals**
1. Before Date and Time for Receipt of Proposals - Proposals that contain mistakes discovered by a proposer before the date and time for receipt of proposals may be modified or withdrawn by written notice to City's Purchasing Officer received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original proposal.

2. After Date and Time for Receipt of Proposals - A proposer may not modify its proposal after the date and time set for receipt of proposals. A proposer alleging a mistake in a proposal may be permitted to withdraw its proposal if proposer alleges that a mistake was made in its proposal that made the proposed pricing structure materially different than intended, provided that proposer gives written notice of the mistake and the manner in which it occurred to City's Purchasing Officer within five (5) calendar days following the deadline for receipt of proposals and City's Purchasing Officer deems it to be in the best interest of the City.

- G. **Late Proposals** - Proposer shall be responsible for the timely delivery of proposal. Proposals received after the deadline for receipt of proposals shall not be accepted and shall be returned to the proposer unopened unless necessary for identification purposes.
- H. **Public Opening of Proposals** - Each proposal, irrespective of any defects or irregularities, that has been received prior to the deadline for receipt of proposals, except those that have been properly withdrawn, will be publicly opened by a representative of the Purchasing Division at the date and time announced for such opening. If one or more members of the public are present, the name and address of each proposer will be read aloud at or shortly following the deadline for receipt of proposals.
- I. **Proposal to Remain Open** - The proposer shall guarantee its proposal for a period of sixty (60) calendar days from the date of public opening.
- J. **Non-Collusion Certification** - By submitting a proposal, proposer is certifying that it has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the proposer to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said proposer shall be liable to the City for all loss or damage which the City has or may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.
- K. **Proposer Qualifications** - To be considered, proposer must have the majority of its placements in temporary placements, must have been in business for at least three (3) years, and must have a local office at the time of the proposal. "Local office" is defined as an office in the San Francisco Bay Area that can ordinarily be reached by automobile from Sunnyvale in one hour or less between the hours of 8 a.m. and 5 p.m.
- L. **Proposal Evaluation** - All proposals will be evaluated by an evaluation team, consisting of staff from the Departments of Finance and Human Resources as well as other departments that commonly use temporary employees.

Following is the target schedule for the proposal and contract award process:

Proposals due from interested agencies	March 13, 2002
Proposal evaluation complete	March 27, 2002
Contract award by City Council	April 9, 2002
Contract start date	May 1, 2002

Each proposal will be awarded a maximum of 100 points, based upon the following evaluation criteria:

<u>Evaluation Criteria</u>		<u>Maximum Points</u>
1.	Proposal Responsiveness	10
	• Completeness of the proposal.	
	• Adherence to the specified format.	
2.	Qualifications and Experience of Proposer	30
	• Ability to provide an adequate number of qualified and competent personnel in the categories indicated in a timely manner.	
	• Familiarity with the needs of public agencies, preferably municipalities.	
	• Experience providing temporary employees to a large client organization.	
	• Staff experience and turnover rate at local office.	

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
<ul style="list-style-type: none"> • Input from references demonstrating consistent compliance with applicable labor and employment laws, rules and regulations and ability to perform the specified services. • Financial status and stability. • Quality of employee benefit plan and ability to retain employees. 	
3. Customer Service	25
<ul style="list-style-type: none"> • Ability to be flexible in response to the City's immediate needs as described in this RFP and to remain flexible and willing to adapt should the City's needs change during the term of this contract. • Willingness to accept transfer of current temporary employees from existing contract agencies without employee loss of benefits established with those agencies. • Technological competency and willingness to use this competency to assist the City in process improvements relative to this contract, such as maintaining statistics, paying invoices, etc. • Quality of proposer's plan for contract implementation and proposer's ability to implement the required services by May 1, 2002, if contract is awarded by April 9, 2002. 	
4. Proposed Pricing Structure	35
<ul style="list-style-type: none"> • Markup rates. 	
Total Possible Points	100

Proposers may be required to make an oral presentation before the evaluation team at a City site. In addition, all or some committee members may visit proposer's local office as part of the evaluation process.

- M. Sunnyvale Business License** – The successful proposer must either possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award.
- N. Contract Award** - Contract awards will be made to both a primary and backup agency, based upon the number of points awarded during proposal evaluation. The acceptance of a proposal will be evidenced by a written contract delivered to the successful proposer for execution.
- O. Contract Documents** - Contract documents will consist of this Request for Proposals; its attachment(s) and addenda, if any; the successful proposer's completed and signed Proposer Response Pages; the successful proposer's proof of insurance coverage; and an executed Service Agreement (Attachment A).
- P. Reservations** - The City reserves the right to:
1. Postpone the date and time announced for receipt of proposals by issuance of an Addendum at any time prior to the deadline for receipt of proposals;
 2. Reject any proposal that is conditional in any way or that contains erasures, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the Proposer Response Pages which are not in accordance with the proposal solicitation documents;
 3. Make any investigations deemed necessary to determine proposer's qualifications and ability to provide the required services;
 4. Enter into discussions with any proposer to achieve clarification and/or full understanding of the proposal;
 5. Enter into negotiations with those proposers reasonably likely of being considered for selection for contract award; and
 6. Reject any or all proposals.

SECTION III. GENERAL SPECIFICATIONS

A. **Scope of Work** - The successful proposer shall provide qualified and competent temporary employees, upon request by the City. The City expects to require temporary employees with skills and expertise in the following areas although future needs may not be limited to these categories:

1. Clerical/Administrative
2. Laborers
3. Recreation Aides and Specialists, Lifeguards and Swim Instructors
4. Miscellaneous Professionals and Paraprofessionals.

The City has special needs and requirements in relation to each category listed, and it is understood that a single proposer may be unable to meet the City's needs in every category. Proposers should submit proposals for the provision of temporary employees ONLY in those categories for which they are entirely capable of meeting the City's needs as specified in this RFP. A description of the job classifications within each category, as well as any special requirements specific to that category, can be found in Section IV of this RFP.

It is anticipated that the City's dollar volume for temporary employee placement services for the above categories will be \$2 million to \$2.5 million per year. However, the City makes no commitment or guarantee as to the number of personnel that will be requested or the total number of hours required under any contract(s) issued as the result of this RFP.

City staff often receive inquiries from qualified individuals about temporary employment with the City. These persons are commonly referred to the City's primary agency, thereby reducing the agency's need to recruit.

Temporary personnel assigned to the Department of Public Safety may be required to undergo background screening prior to employment. This screening may require completion of a personal history questionnaire, including date of birth; an interview with a background investigator; and fingerprinting and photographing by the Department's Identification Bureau. Applicants who fail the screening will be disqualified from assignment to the Department of Public Safety. Grounds for disqualification include, but are not limited to, having outstanding criminal/traffic warrants, a significant criminal record and/or current or recent association with known or suspected criminals.

B. **Contract Term** - The contract term shall be three years, effective May 1, 2002, through April 30, 2005. The contract may be extended for two additional two-year periods at the option of the City.

C. **Obligations of Selected Agency** - The agency shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

The City is in the process of developing a Temporary Employment Policy. A copy of the final draft of this policy is attached to this RFP (Attachment B). It is anticipated that the draft policy will be adopted with only minor changes, if any. The City will provide a copy of the adopted policy to the selected primary and backup agencies between April 9, the anticipated date of contract award, and May 1, 2002. Both agencies shall perform the services specified in this RFP in a manner that is in compliance with the City's Temporary Employment Policy.

Requests for temporary personnel will first be made to the City's primary agency. Depending upon the category and skill level of the required personnel, the City may (1) ask the agency to provide resumes and other related information from which the City will select the appropriate individual(s), possibly after interviewing one or more candidates, or (2) ask the agency to select an individual with the appropriate skills and experience and arrange for that person to report to a designated work site on a specified date. Ideally, the agency will designate a qualified employee acceptable to the City at least two (2) working days prior to the date the employee is required to report to work. Occasionally, however, the City may have an urgent need due to some unforeseen emergency. Should such an emergency occur, the agency shall designate a qualified employee acceptable to the City within two (2) working hours prior to the time the employee is required to report to work. Should the primary agency be unable to provide an acceptable employee in a timely manner, the City may cancel its request with the primary agency and submit the request to the City's backup agency.

The agency shall carefully pre-screen all applicants prior to referral to the City to assure that they possess all of the required skills and abilities to perform the assigned tasks. Should the City determine that a temporary employee does not have the required skills and abilities and dismiss that person within the first four (4) hours of employment, the agency shall not charge the City for that person's time.

Temporary personnel shall remain the agency's employees and shall not receive City benefits. The agency shall be responsible for all payroll withholding requirements and shall provide any and all benefits required by law to each employee as well as conform to the provisions of the Immigration Reform and Control Act of 1986 (Public Law 99-603) by verifying the employment eligibility of each person referred to the City.

Some positions at the City require agency employees to drive City vehicles and/or their own personal vehicles in the performance of their duties (Class C license only). The agency shall be responsible for seeing that agency employees assigned to the City who will drive City vehicles in the performance of their duties submit to and successfully pass a pre-employment five-year California Department of Motor Vehicles background check, drug test, and all ongoing tests required by law. The agency shall be required to supply the City with agency employees eligible to perform these driving tasks. Actual costs for these tests may be passed on to the City.

The agency shall be responsible for seeing that agency employees assigned to the City who drive City vehicles in the performance of their duties have their driving records reviewed every six months through the California Department of Motor Vehicles (DMV). To accomplish this, the agency must register with DMV to acquire a register code which will allow the agency to receive confidential information about its employees' driving records (e.g. suspensions, accidents, DUI arrests, etc.). The agency shall notify the City's Risk and Insurance Manager when any employee who drives City vehicles receives a license suspension. The City reserves the right to change/end an employee's assignment based upon this information.

The agency shall be responsible for seeing that its employees assigned to the City who will supervise minors submit to and successfully pass a tuberculosis test and a fingerprint-based records search by the California Justice Department, the purpose of which will be to obtain sexual offense background information. Actual costs for these tests may be passed on to the City.

The agency shall obtain the following information from any temporary employee being considered for assignment to the City, including payrolled employees:

- Does the individual have a family relationship with any City employee and/or official?

If the answer is "yes", the agency shall obtain approval from the Director of Human Resources or his designee prior to making the assignment.

- Is the individual a retiree under the California Public Employment Retirement System (CalPERS)?

If the answer is "yes", this person may not be assigned to the City of Sunnyvale.

It is City policy that no temporary employee shall be assigned to the City more than six months, if full time (40 hours per week), or 960 hours per fiscal year, if less than full time, regardless of the number of City assignments. The agency shall maintain a record of the total hours each temporary employee has been on assignment at the City during the fiscal year and shall inform the appropriate City supervisor, in writing with a copy to the Director of Human Resources, whenever the length of a full-time employee's assignment reaches five months or the length of a part-time employee's assignment has reached 900 hours in a fiscal year. Under no circumstances shall the agency allow a temporary employee's assignment to extend beyond these time limits.

In the event that the agency ceases to provide temporary personnel placement services to the City for any reason, the agency shall turn over to the City the results of all tests, the cost of which has been paid by the City, of the agency's employees who will continue on assignment with the City.

In those instances where a temporary employee assigned to the City resigns or requests reassignment, agency shall notify the City within one (1) working day of its knowledge of the action.

The agency shall be responsible for communicating its benefits, timecard, and safety policies to the City and to its employees.

D. **Payment of Overtime** - Temporary employees shall be paid overtime in accordance with California law.

E. **Rights/Obligations of the City of Sunnyvale** - At the time of request for a temporary employee, the agency shall be notified of the skills or abilities required for each assignment.

The City reserves the following rights with regard to any contracts awarded as the result of this RFP:

1. The right to conduct reference and background checks on temporary personnel.
2. The right to refuse to continue the employment of personnel unable to perform the assigned duties to its satisfaction.
3. The right to test any applicants prior to their starting work. Time used for this purpose shall not be charged to the City.
4. The right to offer employment to any individual referred by the City to the agency. The City shall pay no placement fee to the agency should this occur.
5. The right to offer employment to any agency-referred individual who successfully participates in the City's normal recruitment process. The City shall pay no placement fee to the agency should this occur.
6. The right to have any temporary employee not satisfactory to the City removed from consideration for all City assignments.

F. **Salary Ranges and Rates** - Salary ranges for each job classification will be negotiated with the apparent successful proposer prior to contract award. The agency shall determine an appropriate salary rate for each temporary employee within the agreed-upon range at the time of each request, based upon the skill level required and the work to be performed.

G. **Timecards** - Temporary employees on assignment at the City will be required to record hours worked by activity (such as tree trimming, lawn mowing, etc.) which is identified by a 6-digit charge code. For example, an employee may be required to record an 8-hour day as follows: 6 hours to 714160, 1 hour to 714030 and 1 hour to 714080. As each timecard is completed, the employee must calculate the number of hours worked that week for each charge code. As the result, hours recorded on a timecard might appear as follows:

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Chg Code	Total
	1	3	2	3	5		714030	14
	1		2	2	1		714080	6
	3		4	1	1		714140	9
	3	5		2	1		714160	11
Total	8	8	8	8	8			40

The agency shall develop and provide timecards for its employees that accommodate the City's timekeeping requirements and train its employees to maintain their timecards, as required.

H. **Invoicing** - Invoices shall be submitted electronically as well as in hardcopy. Each hardcopy invoice shall be accompanied by a hardcopy of the applicable timecard and shall clearly delineate each temporary employee's name, job class, department in which the employee worked, hours worked by charge code, hourly invoice rate and one-time fees, such as drug testing fees.

Prior to submitting invoices to the City for payment, the agency shall conduct a quality control audit of each invoice and applicable timecard to assure that the timecard has the signature of an authorized City representative, that there are no mathematical errors, that overtime hours have been accurately identified, that hours for each charge code have been extended and the extensions add up to the total hours on the time card, and that the information on the timecard matches the information on the invoice. Incomplete and/or inaccurate invoices will be returned to the agency for correction and resubmission.

I. **Access and Audit** - The agency shall maintain adequate records to support all amounts invoiced to the City for at least three years after the expiration or termination of the contract. The City shall have access to such books, records and documents as required for the purpose of inspection or audit during normal business hours at the agency's place of business.

- J. **Reimbursement of Expenses** - Occasionally, temporary employees may be required to drive their personal vehicles on City business. The agency shall provide a means for its employees to report this mileage to the agency for reimbursement by the agency at the current standard IRS mileage rate. The agency shall then invoice the City for the actual amount of such reimbursements.

Occasionally, temporary employees may also make out-of-pocket purchases of supplies up to \$100.00 to support their City assignments. The agency shall reimburse its employees for such purchases, if approved in advance by the appropriate City supervisors, and invoice the City for the actual amount of such reimbursements. The agency shall instruct its employees to submit requests for reimbursement within fourteen (14) calendar days following the date the expense was incurred. Invoices shall be accompanied by an original, itemized receipt for the purchase.

- K. **Management Reports**- The selected primary agency shall provide the following monthly management report. Data shall be accumulated and reported monthly and shall include the following information about all employees placed at the City during that time period:

- Name of employee;
- Social Security number;
- Job classification of current position;
- Current assignment start date;
- Hours worked by charge code;
- Total hours worked fiscal year to date, regardless of number of assignments;
- Current invoice rate;
- Percentage markup for current position;
- City department to which employee is currently assigned;
- Name of supervisor for current assignment;
- Work site to which employee currently reports (i.e. City Hall, Library, etc.);
- Amount and type of any one-time fees assessed for current assignment;
- If agency has more than one local office, the office to which the employee reports.

- L. **Acknowledgement Required of Employees** - The selected primary and backup agencies shall require all temporary personnel to acknowledge the following in writing prior to their being assigned to the City:

- That they are not employees of the City and that their compensation and benefits are to be solely provided by the agency;
- That they have no rights against the City pursuant to any Memorandum of Understanding between the City and any employee association recognized by the City or pursuant to the Meyers-Milias-Brown Act;
- That their assignment to the City does not entitle them to any right or privilege to apply for or to be appointed to any eligibility list or position of employment with the City beyond that to which the general public is entitled; and
- That the City has the right to request the agency at any time to terminate their assignment to the City and that they have no recourse against the City in the event of any such termination.

SECTION IV. DETAILED SPECIFICATIONS

- A. **Clerical/Administrative Employees** - Following are descriptions of standard job classifications for employees in this category:

1. **Secretary** - Type 50 net WPM; minimum two (2) years of general office experience.
2. **Legal Secretary** - Type 50 net WPM; minimum two (2) years of experience in legal office.
3. **Senior Secretary** - Type 50 net WPM; minimum three (3) years of increasingly responsible secretarial experience.
4. **Office Clerk** - Entry level position; routine and repetitive clerical tasks.
5. **Office Assistant** - General clerical work, light typing; minimum one (1) year of related experience.

6. **Staff Office Assistant** - Perform a variety of reasonably difficult clerical and typing work; minimum two (2) years of related experience.
7. **Paraprofessional/Administrative** - High level administrative work; minimum two (2) years of related education or experience.

It is anticipated that the City will require approximately twenty-five (25) temporary clerical employees at any given time. Detailed job specifications for clerical employees and examples of commonly assigned tasks can be found at www.ci.sunnyvale.ca.us/. (Select Human Resources Department. Select Job Description.)

B. Laborers - Laborers must be able and willing to perform routine manual labor and to understand simple oral and written instructions in English. They also must be able to lift articles weighing up to 75 pounds and must have a Class C California driver's license. While some previous manual labor experience is desirable, the tasks to be performed may be learned on the job.

1. **Laborers - Building Maintenance/Custodial** - It is anticipated that the City will require from three (3) to ten (10) temporary custodial staff at any given time. For this category of employees, an eight-hour shift usually begins at either 7 p.m. or 11 p.m.

These employees perform a variety of unskilled and semi-skilled manual tasks in the cleaning and maintenance of public buildings, furnishings and swimming pools. Employees may work irregular hours, night shifts and weekends. Examples of tasks they may be required to perform include:

- Operating various custodial equipment, such as vacuums, floor buffers and carpet shampoos.
- Changing lights and ballasts.
- Mixing cleaning chemicals to clean restrooms, walls, floors and windows.
- Moving furniture or other items weighing up to 75 pounds.

2. **Laborers - Grounds Maintenance** - It is anticipated that the City will require from three (3) to ten (10) temporary employees on a seasonal basis to perform grounds maintenance tasks at City parks and golf courses. Approximately half of these individuals are employed from May through August, and half are employed from July through October. They typically work variable hours, including weekends. Some individuals return on a seasonal basis year after year.

These employees perform a variety of unskilled and semi-skilled manual tasks, such as:

- Sweeping, digging, shoveling, lifting, tugging, pulling, and carrying heavy objects, material and equipment.
- Performing custodial duties required to maintain and repair parks buildings and furnishings.
- Mowing, vacuuming, trimming and edging lawns or greens; trimming shrubs; pruning trees; weeding and preparing beds for flowers and other plants; and policing grounds and buildings.
- Operating various types of equipment, including gang mowers, light tractors with attachments, dump trucks, front-end loaders, concrete saws, wood routing machines, air compressors, jack hammers, and roto-hammers.
- Repairing and replacing playground equipment and fences.
- Fertilizing and aerating turf areas.

3. **Laborers - Public Works** - It is anticipated that the City will require from ten (10) to fifteen (15) employees in this category at any given time. Many laborers in the Public Works Department work a non-standard schedule as follows: Week 1 - four (4) days @ nine (9) hours per day, one day @ eight (8) hours per day, two (2) days off; Week 2 - four (4) days @ nine (9) hours per day, three (3) days off. Total work hours for a two-week period: eighty (80) hours. Many of these positions are seasonal.

These employees perform a variety of unskilled and semi-skilled manual tasks, such as:

- Sweeping, digging, shoveling, lifting, tugging, pulling, and carrying heavy objects, material and equipment.
- Operating equipment, such as air compressors, jackhammers, paint spraying equipment, chain saws, mowers, and power hedge shears; and motor vehicles, such as trucks, loaders, oilers, paint strippers, backhoes, forklifts, spray rigs and other similar maintenance or construction equipment.
- Operating small equipment, such as wrenches, hammers, banding tools, shovels, post hole diggers, and level lutes.
- Repairing and maintaining City streets, including pavement, drains, culverts, and other structures.
- Painting traffic lines and legends and installing and repairing traffic signs.
- Repairing sewer lines, flushing sewer lines and cleaning catch basins.
- Repairing and maintaining lighting systems by performing such tasks as bulb replacement and other minor repairs or adjustments.
- Maintaining median island and boulevard landscape areas.
- Pruning trees and shrubs.
- Edging ground covers, repairing irrigation, and installing plant material.

C. Recreation Aides, Specialists, Lifeguards and Swim Instructors - The City's largest use of temporary employees is in the Parks and Recreation Department Leisure Services Division, possibly up to 200 individuals, with the greatest need for temporary employees from May to September. These positions require flexible hours, depending upon the event or activity being staffed, and may require a Class C California driver's license and certifications appropriate to the work. These positions are often filled by students, many of whom return on a seasonal basis from year to year.

Because many of these employees work with children, the agency will be required to conduct extensive pre-screening, including fingerprinting to be used by the City for criminal background checks by the California Department of Justice (DOJ). Drug and alcohol testing and TB testing on selected placements will also be required as specified by the City. Any employee who receives other than a "clear" or "no record" response from the DOJ shall not be assigned to work with minors at the City.

Typical duties include:

- Organizing, leading and supervising groups in recreation activities.
- Maintaining attendance records at events or classes.
- Issuing and collecting recreation equipment and supplies.
- Supervising minors.
- Insuring that safety precautions are observed and administering first aid.
- Working as floaters who move from task to task, depending upon the City's needs.

The City reserves the right to contract out the management of one or more programs or special events, including staffing, to firm(s) other than those awarded contract(s) as the result of this RFP.

D. Miscellaneous Professionals and Paraprofessionals - From time to time, the City requires the services of a particular professional or paraprofessional on a temporary basis (i.e., engineers, buyers, paralegals, etc.). Individuals may be referred by the City to the agency for assignment to the City, or the agency may be required to recruit qualified candidates.

SECTION V. TERMS AND CONDITIONS

A. Nomenclature

1. As used throughout this RFP and its attachments, the following terms are synonymous:
 - a. "Successful proposer" and "selected agency".
 - b. "Contract" and "Service Agreement".
 - c. "Services", "work", and "project".
2. "The City" refers to the City of Sunnyvale, California.
3. All references to "agency" apply to both the primary and backup agencies unless one or the other is specifically indicated.

B. **Pricing Structure** - Proposed markup rates are firm and not subject to escalation. One-time fees, such as fees for drug and alcohol testing, shall be passed on to the City at actual cost.

C. **Terms of Payment** - Full payment shall be made within thirty (30) days from the date of receipt of invoice. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to the selected agency for additional charges, interest or penalties due to failure to pay within that period.

D. **Use of Subcontractors** - Agency shall not subcontract any portion of the services described in this RFP unless approved by City in advance in writing.

E. **Permits and Licenses** - Contractor shall obtain and maintain throughout the life of the contract all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to City, upon request.

F. **Indemnification** - The selected agency shall indemnify, defend and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of agency, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

G. Insurance

1. The selected agency shall obtain and maintain throughout the life of the Service Agreement, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Avenue, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.
2. The selected agency shall obtain *Workers' Compensation and Employer's Liability Insurance* for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.
3. The selected agency shall obtain such *Commercial General Liability Insurance and Auto Liability Insurance* as shall protect agency, City, its officials, officers, directors, employees, and agents from claims which may arise from services performed under the Agreement, whether such services are performed by agency, by City, its officials, officers, directors, employees, or agents or by anyone directly or indirectly employed by either. The amount of insurance per policy shall not be less than the following: Single limit coverage applying to bodily and personal injury liability and property damage - \$2,000,000 aggregate, \$1,000,000 per occurrence.

4. The liability insurance shall include, but shall not be limited to:
 - a. Protection against claims arising from bodily and personal injury and damage to property, resulting from agency's or City's operations, and a separate policy for use of owned or non-owned automobiles with separate limits.
 - b. Coverage on an "occurrence" basis.
 - c. Broad form property damage liability. Deductible shall not exceed \$5,000 without prior written approval of the City.
 - d. Notice of cancellation to City at least thirty (30) days prior to the cancellation effective date.
5. The following endorsements shall be attached to the liability insurance policy:
 - a. The policy shall cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage shall be eliminated.
 - b. City shall be named as additional named insured with respect to the work to be performed under the Service Agreement.
 - c. The coverage shall be primary insurance so that no other insurance effected by City will be called upon to contribute to a loss under this coverage.

SECTION VI. INSTRUCTIONS FOR COMPLETION OF PROPOSER RESPONSE PAGES

- A. **Entries on Proposer Response Pages**- All entries shall be made using a typewriter or printer.
- B. **Corrections** - Hardwritten corrections, if any, shall be initialed in ink by the person signing the proposal.
- C. **Pricing Structure** - Proposer shall describe its proposed pricing structure in detail for each category of employee. A pricing structure that is innovative but simple to apply and understand, favorable to the City and responsive to the City's requirements will weigh heavily in proposal evaluation. Proposer is encouraged to offer markup rates other than standard, across-the-board rates, such as lower rates for City referrals.
- D. **Addenda** - Proposer shall indicate the number and date of all addenda received by proposer.
- E. **Signature** - Proposal shall be signed by an authorized representative of proposer.
- F. **Attachments** - Proposer shall submit the following samples with the original and each copy of the Proposer Response Pages:
 - 1. Proposer's standard employment application.
 - 2. Proposer's standard time card.
 - 3. Proposer's standard invoice.

Proposer may submit the following attachments with the original and each copy of the Proposer Response Pages:

- 1. Brochure(s) describing proposer's employee benefits. However, such brochure(s) cannot be substituted for completion of the Proposer Response Pages, General Information Section, Item 9.
- 2. A resume of agency's primary contact person for the City of Sunnyvale.
- 3. Narratives in response to specific questions, provided that each narrative is clearly cross referenced to the applicable item number on the Proposer Response Pages.
- 4. Any other information the evaluation team should know about proposer. However, unnecessarily lengthy responses are discouraged.